

ORIGINAL

( FEDERAL MARITIME COMMISSION )  
( SERVED JULY 10 2003 )  
( EXCEPTIONS DUE 8-1-03 )  
(REPLIES TO EXCEPTIONS DUE 8-25-03)

**FEDERAL MARITIME COMMISSION**

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**DOCKET NO. 02-06**

**HUDSON SHIPPING (HONG KONG) LTD. D/B/A HUDSON EXPRESS LINES-  
POSSIBLE VIOLATIONS OF SECTION 10(a)(1) OF THE SHIPPING ACT OF 1984**

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Respondent, Hudson Shipping (Hong Kong) Ltd., a Hong Kong-based non-vessel operating common carrier ("NVOCC"), found to have violated section 10(a)(1) of the Shipping Act of 1984 ("1984 Act") on one hundred and twenty occasions in 1998 and 1999 by knowingly and willfully providing other NVOCCs with access to Hudson's service contracts with vessel operating common carriers, thereby enabling the other NVOCCs to obtain ocean transportation at less than the applicable rates.

Respondent, Hudson Shipping (Hong Kong) Ltd., a Hong Kong-based non-vessel operating common carrier, found to have violated section 19(b)(1) of the 1984 Act for a period of two hundred and eight days from September 2002 to March 2003 by knowingly and willfully operating as an NVOCC without a surety bond on file with the Commission.

Respondent partially participated in this proceeding, which revealed the existence of aggravating factors and the absence of mitigating factors with respect to the application of sanctions and penalties.

A cease and desist order is issued and a civil penalty of \$7,900,000 is assessed.

*Vern W. Hill, Esq.* and *Heather M. Burns, Esq.*, for the Bureau of Enforcement.  
No appearance for Respondent.

**INITIAL DECISION' OF MICHAEL A. ROSAS,  
ADMINISTRATIVE LAW JUDGE**

*Procedural History*

By Order, served April 5, 2002, the Federal Maritime Commission instituted this proceeding to determine whether Hudson Shipping (Hong Kong) Ltd. d/b/a Hudson Express Lines ("Hudson"), a non-vessel operating common carrier ("NVOCC"), violated sections 10 (a)( 1) of the Shipping Act of 1984 ("the 1984 Act"), as amended by the Ocean Shipping Reform Act of 1998, P.L. 105-258, 112 Stat. 1902. The Commission ordered that an investigation be instituted to determine:

(1) whether Hudson violated section 10(a)(1) of the 1984 Act by knowingly and willfully, directly or indirectly, by means of false billing, false classification, false weighing, false report of weight, false measurement, or by any other unjust or unfair device or means, obtaining or attempting to obtain ocean transportation for property at less than the rates or charges that would otherwise have been applicable;

(2) whether, in the event violations of section 10(a)( 1) of the 1984 Act are found, civil penalties should be assessed against Hudson and, if so, the amount to be assessed; and

(3) whether, in the event violations of section 10(a)( 1) of the 1984 Act are found, a cease and desist order should be issued.

The Commission's Bureau of Enforcement ("BOE") was also named a party to this proceeding and, on December 6, 2002, filed a Request to Amend the Order of Investigation and Hearing. BOE based its request on evidence that Hudson operated as an ocean transportation

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<sup>1</sup> This decision will become the decision of the Commission in the absence of review (Rule 227, Rules of Practice and Procedure, 46 C.F.R. § 502.227).

intermediary/non-vessel-operating common carrier (“OTI/NVOCC”) in violation of section 19(b)(1) of the 1984 Act. The Commission, pursuant to the request of the administrative law judge, issued an order on January 17, 2003 amending the Order of Investigation and Hearing. The amended Order directed that the administrative law judge determine:

(1) whether Hudson violated section 19(b)(1) of the 1984 Act by acting as an ocean transportation intermediary (“OTI”) without furnishing to the Commission a bond, proof of insurance or other form of surety;

(2) whether, in the event violations of section 19(b)(1) of the 1984 Act are found, civil penalties should be assessed against Hudson, and the appropriate amount; and

(3) whether, in the event violations are found, a cease and desist order should be issued.

On April 24, 2002, BOE commenced discovery with the submission of Interrogatories and Requests for the Production of Documents. Hudson failed to respond and, on May 30, 2002, BOE filed a motion to compel discovery. On June 20, 2002, I granted BOE’s motion to compel and ordered Hudson to respond to BOE’s requests by June 27, 2002. Hudson again failed to respond and BOE filed a motion for sanctions on July 8, 2002. I granted BOE’s motion for sanctions on July 15, 2002. However, Hudson subsequently retained counsel and a motion to re-open the record and vacate the order assessing sanctions was filed on September 16, 2002. BOE did not oppose the motion to vacate and, on September 30, 2002, I granted the motion and ordered the parties to submit a proposed discovery schedule by October 7, 2002. On October 9, 2002, I adopted a discovery schedule proposed by the parties. The new discovery schedule provided for the completion of discovery by January 15, 2003.

The parties exchanged discovery responses and engaged in settlement discussions from October 2002 to January 2003. During that period of time, BOE obtained evidence allegedly indicating that Hudson continued to operate as an OTI for shipments bound for the United States without a tariff or bond in effect, in apparent violation of section 19(b)(1) of the 1984 Act. As a result, BOE requested, and the Commission granted, an order amending the Order of Investigation and Hearing to include alleged violations of section 19(b)(1). Settlement discussions ceased in early March 2003 and BOE resumed its push for compliance with outstanding discovery requests. On March 19, 2003, BOE filed a motion to compel discovery responses from Hudson. Hudson did not oppose the relief requested and, on April 4, 2003, I ordered Hudson to respond to outstanding discovery requests by April 25, 2003. By order, dated April 28, 2003, the unopposed motion of Hudson's counsel to withdraw was granted and Hudson proceeded *pro se*. BOE did not seek to compel discovery or obtain sanctions for Hudson's non-compliance. Subsequently, I adopted BOE's proposed schedule, which was unopposed, for the filing of evidence and legal memoranda or, in the alternative, a motion for summary judgment, by May 30, 2003. Pursuant to the order, BOE filed the instant motion for summary judgment, but Hudson failed to respond.

#### *Discussion and Conclusions*

The Commission follows the Federal Rules of Civil Procedure where there is no applicable Commission rule to the extent that the federal rules are consistent with sound administrative practice. 46 C.F.R. 502.12. In that regard, the Commission has recognized the appropriateness of summary judgment pursuant to Fed. R. Civ. P. 56(c) in proceedings where "there is no genuine issue as to any material fact." *Universal Logistic Forwarding Co., Ltd. - Possible Violations of Sections 1 O(a)(1)*

and 10(b)(1) of the Shipping Act of 1984, 29 S.R.R. 325, 326-27, *mod. on other grounds* 29 S.R.R. 474 (2002); *McKenna Trucking Company, Incorporated v. A.P. Moller-Maersk Line and Maersk Inc.*, 27 S.R.R. 1045, 1050 (1997). BOE contends that the proposed facts, which are premised upon the Verified Statement of Emanuel J. Mingione (“Mingione Statement”), the Commission’s New York Area Representative, should be adopted and summary judgment awarded on the issue of Hudson’s alleged violations of sections 10(a)(1) and 19(b)(1). BOE further contends that the proffered evidence is not refuted and fully addresses the issues of the alleged violations, the assessment of civil penalties and the issuance of a cease and desist order. As such, there are no contested issues of material fact which preclude summary judgment. Motion at 5-6. I agree that the evidence submitted by BOE, which establishes, by a preponderance of the evidence, clear violations of sections 10(a)(1) and 19(b)(1) of the 1984 Act, meets the requisite level of proof in an administrative proceeding and that summary judgment should be granted. *Portman Square Ltd. - Possible Violations of Section 10(a)(1) of the Shipping Act of 1984*, 28 S.R.R. 80, 84-85 (I.D.), administratively final, March 16, 1998.

*Hudson’s Violations of Section 10(a)(1) of the 1984 Act*

Section 10(a)(1) of the 1984 Act prohibits any person from “knowingly and willfully” obtaining or attempting to obtain ocean transportation of property by various false activities, including false billing or classification, or by “any unjust or unfair device or means.” A person is considered to have “knowingly and willfully” violated the Act if the person had knowledge of the facts of the violation and intentionally violated or acted with reckless disregard, plain indifference or purposeful, obstinate behavior akin to gross negligence. *Rose International, Inc. v. Overseas*

*Moving Network International, Ltd.*, 21 S.R.R. 119 (2001); *Portman Square Ltd.*, *supra*; *Ever Freight Int '1 - Possible Violations*, 28 S.R.R. 329,333 (I.D.), administratively final, June 26, 1998.

BOE contends that Hudson violated section 1 O(a)( 1) on numerous occasions by knowingly and willfully providing access to its service contracts to two OTI/NVOCC's, Green Master International Freight Services Ltd. ("Green Master") and Transglobal Forwarding Co., Ltd. ("Transglobal"). One service contract, between Hudson and Hyundai Merchant Marine Co., Ltd. ("Hyundai"), a vessel operating common carrier ("VOCC"), was executed on April 29, 1998 and effective from May 1, 1998 to April 30, 1999. Attachment A. In pertinent part, the Hyundai service contract was amended on April 30, 1999 and a Minimum Quantity Commitment ("MQC") set forth in the contract was reduced from 2000 forty-foot equivalent units ("FEU") to 649 FEU. Attachment K.<sup>2</sup> The other service contract was between Hudson and DSR-Senator Lines GmbH ("Senator"), was executed on April 30, 1998 and effective from May 1, 1998 to April 30, 1999. Attachment C. Neither service contract listed any Hudson affiliates entitled to access it. Furthermore, Hudson was prohibited under the service contracts from assigning them to any other company. Attachments B and D.

Mr. Mingione, the Commission's New York Area Representative, began an investigation into Green Master's activities upon referral by Michael A. Moneck, the Commission's Seattle Area Representative, who received information that Green Master may have obtained transportation from Hyundai and Senator under service contracts to which it was neither a signatory nor an affiliate.

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<sup>2</sup> "Attachments" refer to Attachments to the Mingione Statement.

Mingione Statement ¶ 7. Mr. Mingione commenced an investigation, collected shipping documentation from the destination agents utilized by Green Master and Transglobal, and confirmed that they had illegally accessed such service contracts. Hudson was the only OTI/NVOCC authorized to make shipments under those service contracts. The destination agents also confirmed that none of them had any contact with Hudson. Mr. Mingione also obtained commercial reporting information and confirmed that Hudson had no corporate affiliation or ownership connection of any kind with Green Master or Transglobal, nor were either of them listed as an agent in those service contracts or amendments thereto. Mingione Statement ¶¶ 10-30.

According to the documentation collected by Mr. Mingione, Hudson permitted Green Master and Transglobal to illegally access the subject service contracts on one hundred and twenty (120) occasions, eighty-three (83) shipments under the Hudson/Hyundai service contract and thirty-seven (37) shipments under the Hudson/Senator service contract. The Senator and Hyundai bills of lading denoted their service contracts with Hudson and specified that Hudson was the shipper, when in fact either Green Master or Transglobal acted as the shipper in each instance. Attached to each ocean carrier bill of lading was a “house” bill of lading issued by either Green Master or Transglobal. Mingione Statement ¶ 31-33.

Mr. Mingione determined that the Green Master and Transglobal shipments made with Hyundai should have been rated under Hyundai’s Tariff 043 (Asia/Australia to USA) and that their aggregate unwarranted freight savings for the 83 shipments totaled \$5 10,609. Mingione Statement ¶¶ 34-39. He also determined that the Green Master and Transglobal shipments should have been rated under Senator’s Tariff DSRS-130 (Asia, except Japan, to USA) and that their aggregate

unwarranted freight savings for the 37 shipments totaled \$677,205.51. Mingione Statement ¶¶ 40-44.

Hudson benefitted from this scheme in two respects. First, Hudson charged other NVOCCs a \$20 fee for each container shipped by accessing the Hyundai and Senator service contracts. Evidence of Hudson's plan to provide illegal access to the service contracts is contained in an April 28, 1998 letter from Sunny Ng of Hudson to other Far East shippers, including Green Master and Transglobal. Attachments M-N. Green Master's use of the service contracts for its own shipments is further confirmed in electronic mail from Martin Lee, the Assistant General Manager of Green Master, to Mr. Ng. Attachment O.

Second, by allowing Green Master and Transglobal to access the Senator and Hyundai service contracts in its name, Hudson received credit for the shipments and avoided paying liquidated damages for failing to meet the MQC in each service contract. Amendment 7 to the Hyundai service contract indicates that Hudson was required to ship a total of 649 FEUs. Attachment K. If Hudson did not meet the MQC during the duration of the service contract, it faced a penalty in the form of a "dead freight" fee of \$250 per FEU below the MQC, as provided at Clause 8(a) of the service contract. Attachment L. Hudson was able to ship a total of 678 FEUs under the Hyundai service contract. However, that total included 113 FEU shipments made by Green Master and Transglobal. If one were to exclude those illegal shipments, Hudson would have fallen short of its required commitment by 84 FEUs and would have been subject to a dead freight fee of \$21,000 (84 FEUs x \$250).

The fact that Hudson allowed Green Master and Transglobal to access the service contracts on at least 120 occasions, in return for Hudson receiving an "administrative fee" and avoiding "dead



freight rates,” indicates that Hudson committed these violations of section 1 O(a)(1) “knowingly and willfully.” *Universal Logistic Forwarding Co. Ltd.*, 29 S.R.R. at 330; *Portman Square Ltd. - Possible Violations*, *supra*. Moreover, Hudson, as a tariffed and bonded NVOCC, and after settling a prior enforcement proceeding, was familiar with the requirements of the 1984 Act and Commission regulations that common carriers pay and charge for water transportation based on rates on file with the Commission.

*Hudson’s Alleged Violations of Section 19(b)(1) of the 1984 Act*

Section 19(b)(1) prohibits a person from acting as an OTI “unless that person provides a bond, proof of insurance, or other surety, in a form and amount determined by the Commission to insure financial responsibility that is issued by a surety company found acceptable by the Secretary of the Treasury.”

On August 8, 2002, Sandra L. Kusumoto, the Director of the Commission’s Bureau of Consumer Complaints and Licensing, notified Hudson by letter that the Commission had received notification from Washington International Insurance Company that its surety bond evidencing financial responsibility as an NVOCC would be terminated on September 4, 2002. Ms. Kusumoto further notified Hudson that “[u]pon termination of your bond, you are prohibited from providing transportation by water as an NVOCC in the foreign commerce of the United States. Any tariff(s) that you may have published in private automated tariff systems must be canceled by the date of termination shown above.” Attachment P.

Hudson did not respond to Ms. Kusumoto’s request by filing a replacement bond, proof of insurance or other surety in order to act as an OTI. As a result, BOE performed audits of Hudson’s active service contracts in order to determine whether Hudson complied with the Commission’s

directive that it cease operations as an NVOCC on or after September 4, 2002. Mingione Statement ¶ 58. BOE reviewed records of sixty-four (64) shipments maintained by Senator and China Shipping Container Lines Co., Ltd. in connection with Hudson's service contracts. Attachments Q-R. BOE also reviewed records of eighty-seven (87) other shipments made by Hudson through Wan Hai Lines, Ltd. and Mediterranean Shipping Company and eighty-three (83) shipments made by Hudson through other ocean common carriers. Attachments S-U. The VOCC bills of lading and the corresponding NVOCC bills of lading indicate that all of these shipments were made after September 4, 2002, while a review of the Commission's records revealed that Hudson has not filed evidence with the Commission showing that it has obtained a replacement bond, proof of insurance or other surety in order to act as an OTI. Mingione Statement ¶ 67. Hudson's violations of **section** 19(b)(1) occurred for a period of at least two hundred and eight (208) days (September 4, 2002 to March 31, 2003).

#### *Assessment of a Civil Penalty*

Having found violations of sections 1 O(a)(1) and 19(b)(1), the administrative law judge must consider whether to assess a civil penalty. Section 13(a) of the Act, as implemented by Commission regulations, imposes a penalty of up to \$27,500 for each violation committed willfully and knowingly prior to August 15, 2000. 61 FR 52705. Violations occurring after that date are subject to a maximum penalty of \$30,000. 65 FR 49741. However, section 13(c) requires consideration of the following factors in determining the amount of the penalty: "the nature, circumstances, extent, and gravity of the violation committed and, with respect to the violator, the degree of culpability, history of prior offenses, ability to pay, and any such other matters as justice may require." 46 U.S.C. app. § 1712(c).

The nature and circumstances of the violations are clear. Hudson violated section 1 O(a)( 1) of the 1984 Act by allowing Green Master and Transglobal to improperly access service contracts between Hudson and two VOCC's, Hyundai and Senator. It was an arrangement that enabled Green Master and Transglobal to obtain lower tariff prices for ocean transportation from Hyundai and Senator by falsely stating on the VOCC bills of lading that Hudson was the shipper, when, in fact, they were the shippers. In exchange for such access, Hudson received monetary compensation for each container shipped illegally under this scheme. Hudson was also credited by Senator and Hyundai as having made those shipments, which enabled Hudson to avoid paying penalties for otherwise failing to meet their MQC. The evidence is also clear that Hudson violated section 19(b)(1) by continuing to operate as an OTI/NVOCC after its surety bond was canceled and it was warned by the Commission to cease operations as an OTI.

Hudson does not have a prior history of violations with the Commission. However, it is familiar with the Commission and its regulations with respect to the operations of an NVOCC, since it settled a previous Commission enforcement proceeding alleging violations under section 1 O(a)( 1) of the 1984 Act after misdescribing commodities and under section 10(b)(1) of the 1984 Act for failing to follow its tariff Hudson did not admit to wrongdoing, but agreed to refrain from committing future violations of the 1984 Act and made a monetary payment of \$30,000. Attachment V.

In assessing a civil penalty, the administrative law judge must also consider evidence of the violator's ability to pay the fine. 46 App. U.S.C. § 1712; *Merritt v. United States*, 960 F.2d 15, 17 (2d Cir. 1992). Hudson provided BOE with limited, unverified financial information during

discovery. BOE maintains that such information is unreliable and has not relied upon it in analyzing Hudson's financial condition. Instead, BOE relies on a business information report generated in October 2000, which reflected Hudson's net worth in 1996. In 1996, Hudson Shipping had a net worth of \$1,383,403. BOE requested an updated business information report, but the preliminary report only indicated that Hudson currently employs approximately thirteen people and has no outstanding debts. However, Hudson did maintain a surety bond in the amount of \$50,000 with Washington International Insurance Company and, effective April 15, 1999, that bond increased to \$150,000. Mingione Statement ¶¶ 70-79.

Notwithstanding the paucity of relevant information as to Hudson's current financial condition, we are not confined to assessing a penalty based solely upon Hudson's current operating revenues. Consideration must be given to the gravity and extent of the violations, Hudson's culpability, its history of prior offenses and the deterrence of violations by imposing greater civil penalties. Civil penalties are punitive in nature and the main Congressional purpose of imposing civil penalties is to deter future violations of the 1984 Act. *Stallion Cargo, Inc. - Possible Violations*, 29 S.R.R. 665, 681 (2001); *Refrigerated Container Carriers Pty. Limited - Possible Violations*, 28 S.R.R. 799, 805 (I.D.), administratively final, May 21, 1999.

BOE urges guidance in setting a civil penalty based on the two other cases stemming from the same facts as this proceeding. *Transglobal Forwarding Co., Ltd. - Possible Violations of Section 10(a)(1) of the Shipping Act of 1984*, 29 S.R.R. 814 (I.D.), administratively final June 17, 2002; *Green Master International Freight Services Ltd. - Possible Violations of Sections 10(a)(1) and 1 O(b)(1) of the Shipping Act of 1984*, 29 S.R.R. 830 (I.D.), *aff'd* February 28, 2003, *mot. for stay and*

*recon. den.*, June 10, 2003. BOE suggests that the methodology used to determine the appropriate civil penalty in this proceeding should be similar to that employed in those proceedings, as Hudson was the catalyst for the service contract abuse scheme, it entered into the service contracts **with** Senator and Hyundai, and controlled the access to those contracts by Transglobal and Green Master. Motion at 22-23.

Transglobal violated section 1 O(a)(1) on seventy-two occasions over a period of ten and one-half months. There was no prior history of violations of the 1984 Act. In that proceeding, I found neither mitigating nor aggravating factors and assessed a civil penalty of \$1,440,000, or \$20,000 per violation of section 1o(a)(1). *Transglobal Forwarding Co., Ltd.*, 29 S.R.R. at 821.

Green Master violated section 10(a)(1) Act on forty-eight occasions in 1998 and 1999, and section 10(b)(1) on twenty occasions in 1997 and 1998. Respondent fully participated and cooperated in that proceeding. However, the record demonstrated an absence of mitigating factors and the existence of an aggravating factor due to the significant involvement of its principal employee, Jeff Sun, a previous violator of the 1984 Act when he was with another NVOCC. I assessed a civil penalty of \$1,530,000, or \$22,500, for each of sixty-eight violations of the 1984 Act. *Green Master International Freight Services Ltd.*, 29 S.R.R. at 841.

I have considered the applicable statutory factors, including the absence of any mitigating factors and the existence of an aggravating factor due to Hudson's leadership role in the scheme to cheat VOCCs out of their rightful compensation after having gone through a previous enforcement proceeding for similar alleged violations. BOE implicitly suggested the assessment of a civil penalty of \$9,540,000, based on the maximum amount per violation or day of a continuing violation. Motion

at 18. However, based on the fact that I afforded a \$5,000 reduction per violation in *Green Master International Freight Services Ltd.*, where the violations of Hudson's accomplice were also compounded by aggravating factors, I will follow the same approach here. As I held in *Transglobal Forwarding Co., Ltd.*, 29 S.R.R. at 820:

Notwithstanding its penchant for assessing the maximum penalty in similar situations, the Commission has chosen, in certain instances, to assess less than the maximum penalty where the amount assessed was significant. In *Stallion Cargo, Inc. - Possible Violations, supra*, an NVOCC was found to have knowingly and willfully violated sections 1 O(a)(1) and 1 O(b)(1) at various times over a three-year period by misdescribing cargoes tendered to VOCCs on fifteen occasions and failing to charge its applicable tariff rates on one hundred and fifty-two occasions. The Commission chose not to assess the maximum penalty of \$4,592,500, but rather, a penalty of \$10,000 for each of one hundred and thirty-four violations, for a total penalty of \$1,340,000.

Accordingly, I conclude that Hudson should be ordered to pay a civil penalty of \$7,900,000, or \$22,500 for each of 120 violations of section 10(a)(1) and \$25,000 for each of 208 days (September 4, 2002 to March 31, 2003) that Hudson continued to operate as an OTI/NVOCC without a surety bond in violation of section 19(b)(1) of the 1984 Act.

#### *Issuance of a Cease and Desist Order*

BOE contends that the facts also warrant the issuance of an order directing that Hudson cease and desist from acting as an OTI/NVOCC until it obtains a tariff and files proof of a surety bond with the Commission. Should it comply with such an order, BOE further requests that Hudson be further directed to cease and desist from violating section 10(a)(1) of the 1984 Act. Motion at 23.

I agree that such an order is necessary, as the proof demonstrates that Hudson has continued to violate section 19(b)(1) of the 1984 Act, as recently as March 2003, by continuing shipments to

the United States without being bonded. A cease and desist order is generally issued **when there is** a reasonable likelihood or expectation that the respondent will continue or resume illegal activities *Alex Parsinia d/b/a Pacific Int'l Shipping and Cargo Express*, 27 S.R.R. 1335, 1342- 1343 (I.D.), administratively final, December 4, 1997. A cease and desist order must be tailored **to the needs and** facts of the particular case. *Marcella Shipping Co. Ltd.*, 23 S.R.R. 857, 871-72 (I.D.), administratively final, March 26, 1986. Accordingly, Hudson is ordered to cease and **desist from** violating sections 10 and 19(b)(1) of the 1984 Act.

IT IS ORDERED, that the Bureau of Enforcement's motion for summary judgment is granted and respondent Hudson Shipping (Hong Kong) Ltd. is found to have violated section 10(a)(1) of the Shipping Act of 1984 on 120 occasions in 1998 and 1999; and

IT IS FURTHER ORDERED, that respondent, Hudson Shipping (Hong Kong) Ltd. is found to have violated section 19(b)(1) of the Shipping Act of 1984 for a period of 208 days from September 4, 2002 to March 31, 2003; and

IT IS FURTHER ORDERED, that Hudson Shipping (Hong Kong) Ltd. is ordered to pay a civil penalty of \$7,900,000; and

IT IS FURTHER ORDERED, that Hudson Shipping (Hong Kong) Ltd. is to cease and **desist** from operating as an ocean transportation intermediary/non-vessel operating common carrier, until it obtains and files evidence of a bond or other surety with the Commission and, in the event Hudson complies with those requirements for resuming operations as an ocean transportation intermediary/non-vessel operating common carrier, Hudson is directed to cease and desist from

violating section 10(a)(1) of the Shipping Act of 1984 by allowing other ocean transportation intermediaries/non-vessel operating common carriers unauthorized access to its service contracts.



Michael A. Rosas  
Administrative Law Judge

Washington, D.C.  
July 10, 2003